

Implementation and Support Services for Digital Certificate (DCert) System

CONDITIONS OF THE PROPOSALS

1. Contract Inclusions

AICB considers a proposal an offer to develop a contract based on all the commitments in the proposal. The RFP will take precedence over the proposal unless otherwise stipulated.

This RFP and the response to this RFP may, at AICB's option, become part of an executed contract. The proposal submitted by the successful Tenderer will be included in the overall project implementation agreement.

2. Indemnity

Except for claims arising out of acts caused by the sole negligence of AICB, its agents, servants or employees, the Tenderer agrees to indemnify and hold harmless AICB, its agents, servants and employees, from acts or omissions of any nature whatsoever of the contractor, its agents, servants and employees, causing injury to, or death of the person(s) or damage to property during the term of this contract, and from any expense incident to the defence of AICB therefrom. The Tenderer agrees to hold AICB harmless from and to defend it against, any and all claims arising from the purchase, installation, and/or use of the equipment, articles and/or materials which are the subject of this Order.

3. Liquidated Damages (LD)

If the Tenderer fails to handover the project deliverables by the dates specified in the implementation plan and the delay is beyond reasonable doubt caused by the Tenderer, then the Tenderer shall pay liquidated ascertained damages to AICB of Ringgit Malaysia One Thousand (RM1,000.00) per day only, beginning on the applicable date and ending on the date which the project deliverables are officially handover to the AICB.

4. Statement of Confidentiality

AICB requires that recipients of this RFP maintain the contents of this RFP in the same confidence as their own confidential information and refrain from any public disclosure whatsoever. The Tenderer is required to sign the Undertaking of Confidentiality document as per Appendix E. AICB will maintain all responses in confidence, exercising reasonable care to limit access to those who have a need to know.

5. Anti-Corruption

5.1. The Parties are aware of the provisions of the Malaysian Anti-Corruption Commission Act 2009 and any other applicable anti-corruption law in which they operate their respective business ('Applicable Anti-Corruption Laws'), and have not, directly or indirectly, violated any Applicable Anti-Corruption Law. The Parties shall observe and comply with the provisions of the Applicable Anti-Corruption Law and all rules, regulations and guidelines made pursuant thereto.

5.2. Without limitation of the generality of the foregoing, neither Party any of their respective officers, employees or agents:

5.2.1. Has made or will make, directly or indirectly, any payment, loan or gift (or any offer, promise or authorization of any such payment, loan or gift), of any money or anything of value to or for the use of any government official

under circumstances in which any of them knows or has reason to know that all or any portion of such money or thing of value has been or will be offered, given or promised, directly or indirectly, to any government official, for the purpose of inducing the government official to do any act or make any decision in his/her official capacity (including a decision to fail to perform his/her/its official function) or use his/her/its influence with a government or instrumentality thereof in order to affect any act or decision of such government or instrumentality or to assist the Party in obtaining or retaining any business;

- 5.2.2. Has made or will make, directly or indirectly, any payment, loan or gift (or any offer, promise or authorization of any such payment, loan or gift), of any money or anything of value to or for the use of any employee, agent, or representative of another company, or to any other person, under circumstances in which any of them knows or has reason to know that all or any portion of such money or thing of value has been or will be offered, given or promised, directly or indirectly, for the purpose of inducing or rewarding the improper performance of any public function or business activity;
 - 5.2.3. Has received or will agree to receive, directly or indirectly, any payment, loan or gift (or any offer or promise of any such payment, loan, or gift), of any money or anything of value as an inducement or reward for the improper performance of any public function or business activity; or
 - 5.2.4. Has done or will do anything which would be considered an offence of giving or receiving or abetting the giving and/or receiving of gratification under any Applicable Anti-Corruption Law.
6. Personal Data Protection
- 6.1. Pursuant to this Agreement, personal data (as defined in the Personal Data Protection Act 2010 or any other applicable privacy and personal data protection law) may be disclosed by the Tenderer, and its directors, officers, representatives, signatories, employees, agents, contractors, consultants and workmen, to AICB or may otherwise be obtained directly or indirectly by the Tenderer. In such case, the Tenderer represents, warrants and undertakes that:
 - 6.1.1. The personal data has been lawfully obtained from the relevant parties including the data subject and the Tenderer shall, when required by AICB, obtain and furnish to AICB, the express wrote consent for the processing of personal data of the relevant parties such as the data subject.
 - 6.1.2. The Tenderer has complied with all requirements under applicable laws to enable AICB and their employees, servants, staff, agents and/or contractors to use, process, disclose and transfer the personal data including providing notification to and obtaining consent from the relevant parties such as the data subject.
 - 6.1.3. The Tenderer shall notify AICB immediately of any communication, requests or directives from the relevant parties including the data subjects in relation to any personal data, including without limitation any withdrawal of consents, or requests to access and correct personal data; and
 - 6.1.4. The Tenderer shall notify AICB immediately of any infringement, suspected infringement, or alleged infringement of the rights of any person in relation to the personal data. Further, the Tenderer shall promptly notify AICB in

the event of any claims being asserted or any actions threatened against the Tenderer or AICB by any third party arising out of the access, use and processing of any personal data.

- 6.2. Any personal data received by AICB from the Tenderer shall be processed and used by AICB in accordance with the 'AICB General Personal Data Protection Notice' ('PDP Notice') which is provided at <https://www.aicb.org.my/pdpa>. By signing this Agreement, the Tenderer acknowledges and agrees that it has read the PDP Notice and consents to the use of personal data by AICB as detailed in the PDP Notice. Where the Tenderer has provided personal data relating to its directors, officers, representatives, signatories, employees, agents, contractors, consultants and workmen, the Tenderer further confirms that it has obtained the consent of such directors, officers, representatives, signatories, employees, agents, contractors, consultants and workmen in respect of the processing of the personal data by AICB in accordance with the PDP Notice.